

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 2		
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 9 January 2004		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE COMMAND, SPACE AND NAVAL SYSTEMS COMMAND 4301 PACIFIC HIGHWAY SAN DIEGO, CA 92110-3127 ATTN: MELISSA HAWKINS (858) 537-0346; EMAIL: melissa.hawkins@navy.mil		N00039		7. ADMINISTERED BY (If other than Item 6) CODE		S0514A	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)				<input checked="" type="checkbox"/>		9A. AMENDMENT OF SOLICITATION NO.	
				X		N00039-04-R-0001	
						9B. DATED (SEE ITEM 11) 26 November 2003	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
CODE				FACILITY CODE		10B. DATED (SEE ITEM 11)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☒ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return copies to the issuing office..

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The changes made by this amendment are described on Page 2 of 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MELISSA L. HAWKINS Space and Naval Warfare Systems Command	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

The purpose of this amendment is to make the following changes to the Request for Proposal:

1. SECTION B: Delete CLIN 3003, which was for Support for a Government Physical Configuration Audit.
2. SECTION B: Clause B-5, INCENTIVE ON SCHEDULE (APPLICABLE TO CLIN 3000), is amended to include schedule disincentives; to delete the association between schedule incentives and actual cost expenditures; to define "MARO" to mean "Months after Receipt of Order;" and to change the definition of Event A to include the delivery of the ABL (i.e. CDRLs JA02, JA03, JA06, and JA07) to the Government and to include a definition of Government authentication and the authentication process.
3. SECTION C: Clause C-2.1, REQUIREMENT FOR INTERCHANGEABILITY OF PARTS (APPLICABLE TO ALL MIDS JTRS LRUS AND SRUS SUPPLIED OR REPAIRED UNDER THIS CONTRACT), is changed to state that all Red I/O SRUs of the same configuration shall be interchangeable.
4. SECTION L: Provision L-2.1, USE OF ADVISORS IN REVIEW AND EVALUATION OF OFFERS, is added to Section L.
5. SECTION L: Provision L-23 is changed to correct a typo. Section L-23.1.3.1 referred to L-22.3.3. This reference is changed to read "L-23.1.3.3."
6. CDRLs: Block 12 of the CDRLs listed below is changed to read, "Draft due 4 Months ARO, Final due 30 DARGC." This change is made to the following CDRLs: JA02, JA03, JA06, and JA07.

In order to maintain a conformed copy of the RFP replacement pages are provided as follows and attached hereto for the changes noted in paragraphs (1) through (6) above.

<u>RFP Page Number</u>	<u>Replace with page Number (attached hereto)</u>	<u>Description of Change</u>
B-1, B-3, and B-4	B-1, B-3, and B-4	Delete CLIN 3003 and Change Clause B-5
C-4	C-4	Change Clause C-2.1
L-1 through L-15	L-1 through L-15	Change Provisions L-2.1 and L-23
CDRLs JA02, JA03, JA06, and JA07	CDRLs JA02, JA03, JA06, and JA07	Change CDRLs JA02, JA03, JA06, and JA07

ADD THE FOLLOWING CONTRACT LINE ITEMS (CLINs) AND SUB-CONTRACT LINE ITEMS (SLINS) TO SECTION B:

The following CLINs and SLINs may be ordered under individual delivery orders under this contract:

<u>CLIN/SLIN</u>	<u>Contract Type</u>	<u>Description</u>	<u>Unit of Issue</u>	<u>Total Price or Ceiling Amount</u>	<u>Notes</u>
3000	CPIF	Design, Development, and Qualification of Multifunctional Information Distribution System Joint Tactical Radio System (MIDS JTRS), includes 15 first articles (US Configuration – 10 “Master”, 5 “Slave”) and 15 first articles (European Configuration – 15 “Master”)	1 LO	\$	(e)
3001	FFP	Fabrication, Assembly, Acceptance Testing, and Delivery of MIDS JTRS (US Configuration)			
3001AA	FFP	US “Master” Configuration	20 EA	\$NTE	Represents an NTE Unit Price per MIDS JTRS
3001AB	FFP	“Slave” Configuration	5 EA	\$NTE	Represents an NTE Unit Price per MIDS JTRS
3002	CPIF	Data in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit “J”	1 LO	\$Not Separately Priced (NSP)	
3003		RESERVED			
3004	FFP	Technical Data Rights, Computer Software Rights, and Computer Software Documentation Rights	1 LO	\$See Table 3	
3005	CPFF	Design, Development and Qualification of MIDS JTRS Computer Software Operating Environment	1 LO	\$	(f)

Notes:**CHANGE THE “GENERAL NOTES” AS FOLLOWS:**

- (a) See Clause G-8 (“Type of Contract”) for a summary of the contract structure utilized for this effort. CLINs 0001 through 0708, 1000, and 2700 through 2901, and CLINs 3001, 3003, and 3004 are firm-fixed-price requirements provided via an indefinite-delivery-indefinite-quantity (IDIQ) arrangement. CLINs 0800 & 0801 are for fixed-price efforts. CLINs 0900-0905 are for cost-reimbursement services provided via an IDIQ arrangement. CLIN 3000 is a cost-plus-incentive-fee requirement provided via an IDIQ arrangement. CLIN 3002 is Not Separately Priced provided via an IDIQ arrangement; the cost and fee associated with CLIN 3002 is included in the cost-plus-incentive-fee amount for CLIN 3000. Please note that a firm fixed price for CLIN 3001 will be negotiated and placed on contract during the ordering period for this CLIN. The “NTE” for this CLIN represents a unit price place holder for the MIDS JTRS that will not be exceeded during future negotiations.

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "Limitation of Funds" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

[Contracting officer under "Items" insert the item numbers for which incremental funding is provided, under "Allotment of Cost" insert the amount of incremental funding allocated to total estimated cost, and under "Period of Performance" insert date by which funding expended]

<u>ITEM(S)</u>	<u>ALLOTTED TO COST</u>	<u>PERIOD OF PERFORMANCE</u>
* _____	\$ _____ *	* _____

(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

* To be completed on individual delivery orders as applicable.

NEW CLAUSE

B-5. INCENTIVE ON SCHEDULE (Applicable to CLIN 3000)

The contractor will receive fees in the below amounts if the following delivery events are achieved by the dates specified below. If the contractor does not meet the below delivery schedule for any one of these events, the contractor will not be eligible to receive any fee for that event. Events A, B, and C are independent. Therefore, if the contractor fails to meet one event, it will not preclude its eligibility to earn fee for meeting another event.

<u>Event</u>	<u>Date</u>	<u>Fee Amount</u>
A	4 M ARO	\$ 500K
B	13 M ARO	\$ 1.0M
C	24 M ARO	\$ 1.5M

Event Definitions

Event A: A complete allocated baseline is presented to the Government at PDR and delivered to the Government in accordance with CDRLs JA02, JA03, JA06, and JA07. In order for the contractor to be eligible for payment of this event, this complete allocated baseline presented at PDR must subsequently be authenticated by the Government. The Government will authenticate an allocated baseline that meets all of the requirements of the contract. In order to determine whether or not an allocated baseline can be authenticated, the Government will review the ABL submitted by industry for technical accuracy, completeness, format and consistency with the requirements of the contract. If the Government determines that the ABL as submitted meets all contract requirements, the Government will authenticate the ABL, and the contractor will be awarded the Event A incentive fee. However, if the Government determines that the ABL as submitted does not meet all contract requirements, the Government will formally provide comments to the contractor and the contractor will have no more than 30 days to re-submit a corrected and complete ABL to the Government. The Government will review the ABL re-submitted by the contractor. If the Government determines that the re-submitted ABL meets all contract requirements, the Government will authenticate the ABL and the contractor will be awarded the Event A incentive fee. However, if the Government determines that the Allocated Baseline as re-submitted does not meet all requirements of the contract, the contractor will not be awarded the Event A incentive fee. At this point, the contractor will still be required under the contract to correct any deficiencies in the allocated baseline, but it will no longer be eligible for the Event A incentive fee.

Event B: Joint approval by all participating MIDS JTRS contractors (i.e., DLS, ViaSat, Thales, Marconi, Indra, EADS) that the product baseline is ready for release to manufacturing. This joint approval shall be in writing and submitted to the Government PCO on or before the date listed above.

Event C: All required U.S. test articles are provided to the U.S. Government for Government FAQT. In order for the contractor to be eligible for payment of this event, these test articles must subsequently successfully pass Government FAQT.

If the contractor completes Event A later than 8 MADO, \$166,670 will be subtracted from the contractor's total incentive fee on cost for CLIN 3000.

If the contractor completes Event B later than 17 MADO, \$333,330 will be subtracted from the contractor's total incentive fee on cost for CLIN 3000.

If the contractor completes Event C later than 26 MADO, \$500,000 will be subtracted from the contractor's total incentive fee on cost for CLIN 3000.

MARO = Months After Receipt of Order

NEW CLAUSE

B-6. 5252.232-9400 LIMITATION OF LIABILITY--INCREMENTAL FUNDING (JAN 1992)

This _____* is incrementally funded and the amount currently available for payment hereunder is limited to \$ _____* inclusive of fee. It is estimated that these funds will cover the cost of performance through _____*. Subject to the provisions of the FAR 52.232-22 "Limitation of Funds" clause of this contract, no legal liability on the part of the Government for payment in excess of \$ _____* shall arise unless additional funds are made available and are incorporated as modifications to this contract.

* To be completed in individual delivery orders as applicable.

ADD TABLE

TABLE 3

Table 3 – This table identifies the prices for which the U.S. Government may acquire rights for itself and MIDS Participating Nations to all MIDS/JTRS technical data, noncommercial computer software, and computer software documentation applied or created during performance of this contract (CLIN 3004). If any of the technical data or computer software listed below is updated after it has been ordered under the contract, the Contractor shall deliver the rights to the updated technical data or computer software at no additional cost to the Government. The following symbol ("—") indicates the U.S. Government is not entitled to purchase the technical data/computer software rights for itself and the MIDS Participating Nations associated with that CDRL. A \$0 (zero) indicates that the rights associated with that CDRL are available to the U.S. Government and the MIDS Participating Nations at no cost.

(NEW CLAUSE)

C-2.1 REQUIREMENT FOR INTERCHANGEABILITY OF PARTS (APPLICABLE TO ALL MIDS JTRS LRUS AND SRUS SUPPLIED OR REPAIRED UNDER THIS CONTRACT)

1) Interchangeability with the MIDS LVT terminal

The MIDS JTRS procured and repaired under this contract shall be one-way interchangeable (i.e. backward compatible) to the MIDS LVT terminal. Interchangeability with the MIDS LVT terminal is defined as the replacement of MIDS LVT with the MIDS JTRS that results in no degradation of the system performance and that requires no changes to the LVT host platforms installation kit.

2) Interchangeable LRUs and SRUs

The LRUs and SRUs required to be interchangeable under this contract are the following:

MIDS JTRS LRUs:

Receiver Transmitter (RT)
Remote Power Supply (RPS)

MIDS JTRS SRUs:

Internal Power Supply (IPS)
US Master Chassis/Harness
Slave Chassis/Harness
European Master Chassis/Harness
Black Core/COMSEC
Red Processor/IO (with same IO configuration*)
RFA/AIU/IPF
L-16 Modem/Xcvr
TACAN/GPS
2-2000 Modem/Xcvr

*All Red Processor/IO SRUs of the same configuration shall be interchangeable.

Interchangeability is defined as the replacement of any LRU, SRU or any combination or permutation of LRUs and SRUs from a MIDS JTRS from vendor A into a MIDS JTRS from vendor B with no degradation of system, LRU or SRU performance.

3) Interchangeability among LRUs and SRUs of a single manufacturer

LRUs and SRUs delivered for Government acceptance shall be interchangeable with LRUs and SRUs previously accepted by the Government under this contract, within the limits of the previous Functional and Allocated baselines.

4) Vendor to Vendor Interchangeability

All LRUs and SRUs manufactured under this contract shall be interchangeable with the LRUs and SRUs produced by all other MIDS JTRS contractors. The contractor shall be responsible for any and all retrofit activities resulting from contractor testing of vendor-to-vendor interchangeability or Government verification of vendor-to-vendor interchangeability.

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L-1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

<http://www.arnet.gov/far/>

NOTICE. The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

<u>REFERENCE</u>	<u>TITLE</u>	<u>DATE</u>
52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.214-35	Submission of Offers in US Currency	APR 1991
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.222-24	Preaward On-site Equal Opportunity Compliance Evaluation	FEB 1999
52.232-13	Notice of Progress Payments	APR 1984

DOD FEDERAL ACQUISITION REGULATION SUPPLEMENT 948 CFR CHAPTER 2) PROVISIONS:

<u>REFERENCE</u>	<u>TITLE</u>	<u>DATE</u>
252.234-7000	Notice of Earned Value Management Systems	MAR 1997

L-2. RECEIPT OF OFFERS/VALIDITY OF PROPOSALS

(a) Receipt of Offers. Proposals are due no later than 2:00PM Pacific Standard Time on 4 February 2004.

(b) Validity of Proposals. Proposals submitted in response to this solicitation shall be valid for 180 calendar days from the solicitation closing date.

L-2.1. USE OF ADVISORS IN REVIEW AND EVALUATION OF OFFERS

The Government will use non-government experts to provide advice and administrative support in conjunction with the evaluation of proposals. Non-disclosure and/or non-competition agreements will be executed with the individuals. The Government currently plans to use personnel from Anteon, SAIC, Booz-Allen Hamilton, Galaxy, MITRE, and Northrop-Grumman. The Government may choose to use non-government experts from companies other than those listed above. If this occurs, the Government will issue an amendment to this solicitation.

If the offeror has any objection to any of these firms having access to its proposal and assisting the Government during the evaluation process, it must notify the Contracting Officer of the objection and provide reason for the objection no later than seven days before proposal due date.

If the offeror does not object to the above firms assisting in reviewing the offeror's proposal, the offeror cover pages of each proposal volume shall contain the words: "(Insert Offeror name) consents to

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(Company – insert company names) viewing, for evaluation purposes, the information contained in this proposal.”

L-3. 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. Access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 52.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

L-4. 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be ___ DX rated order; X DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**Amendment 0001****L-5. 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government intends to award one or more Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts resulting from this RFP. Under the ID/IQ contract(s), the Government may issue cost-plus-incentive-fee, cost-plus-fixed-fee and firm fixed-priced delivery order(s).

L-6. 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single or multiple contracts for the same or similar supplies or services as a result of this solicitation.

L-7. 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Space and Naval Warfare Systems Command, 4301 Pacific Highway, San Diego, CA 92110-3127, Attn: Code 02-21A, Bldg OT4, Rm 1035.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L-8. 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in any solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) Provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L-9. 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995)

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

SOURCES OF SUPPLY

Line Items	National Stock Number	Commercial Item (Y or N)	Company	Address	Part No.	Actual Mfg?

(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list "none."

(3) Use "Y" if the item is commercial item; otherwise use "N," if "Y" is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use "Y" if the source of supply is the actual manufacturer; "N" if it is not; and "U" if unknown

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L-10. 252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES (APR 2003)

- (a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if --
 - (1) The offer exceeds \$10 million in value; and
 - (2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that --
 - (i) Exceeds \$500,000 in value; and
 - (ii) Could be performed inside the United States or Canada.
- (b) Information to be reported includes that for --
 - (1) Subcontracts;
 - (2) Purchases; and
 - (3) Intracompany transfers when transfers originate in a foreign location.
- (c) The offeror shall submit the report using --
 - (1) DD Form 2139, Report of Contract Performance Outside the United States; or
 - (2) A computer-generated report that contains all information required by DD Form 2139.
- (d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.

L-11. ALTERNATIVES TO MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS (JUL 1999)

- (a) The Department of Defense is--
 - (1) committed to minimizing the use of military and federal specifications and standards; and
 - (2) seeking to use non-government specifications and standards to the maximum extent practicable to satisfy its requirements.
- (b) The offeror--
 - (1) is encouraged to identify and propose alternatives to specifications and standards cited in this solicitation;
 - (2) may submit a proposal to the Contracting Officer that, as a minimum, consists of--
 - (i) a copy of the proposed alternatives;
 - (ii) a comparison of the proposed alternatives to the specification or standards cited in the solicitation; and
 - (iii) an analysis supporting the feasibility and cost-effectiveness of the proposed alternatives.
- (c) The government will, to the extent practicable, evaluate the acceptability of any proposed alternative. If an alternative proposal is not considered for the instant procurement, it will be considered for future procurements. If the Contracting Officer does not accept the offeror's proposed alternative, the offeror agrees to perform in accordance with the specified requirements.

L-12. 5252.211-9000 NOTICE TO OFFERORS--USE OF OZONE DEPLETING SUBSTANCES (AUG 1993)

- (a) In accordance with section 326 of Pub L.102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.
- (b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified

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below:

Class I ODS Identified

Specification/Standard

[Contracting officer is to identify and insert screened ODS requirements]

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

L-13. 5252.215-9200 CERTIFICATE OF CURRENT COST OR PRICING DATA (OCT 1997)

Certification of cost or pricing data is required in accordance with FAR 15.403-4 and shall be prepared in the format specified in FAR 15.406-2. The Contractor shall be required to submit the certificate as soon as practicable after agreement is reached on the contract price.

L-14. ESTIMATED EFFECTIVE AWARD DATE

For Bidding/Proposal purposes the estimated effective date of contract award is 15 April 2004.

L-15. SUBCONTRACTOR COMPETITION (JUN 1999)

(a) When another division of a potential offeror might be a competitor for a particular subsystem, the offeror shall submit a plan that addresses the following:

(1) how the offeror will ensure the subcontractor selection process results in the best value (e.g., the subcontractor selection criteria or evaluation process should not provide any benefit to a company merely because it is another division of the same company as the offeror);

(2) how the offeror will protect intellectual property rights of unaffiliated companies competing for a specified subcontract;

(3) whether any independent advisors will be used in the subcontractor selection process;

(4) whether any measures (commonly referred to as firewalls) will be implemented to isolate the source selection personnel from any other personnel in the company that could influence a subcontractor selection for reasons other than obtaining the best value; and

(5) an assessment of whether the benefits of having two sources for a specified subsystem outweigh the costs.

(b) This Plan shall be submitted in the price volume of the offeror's proposal.

L-16. USE OF GOVERNMENT PROPERTY IN OFFEROR'S POSSESSION (DEC 1999)

If the offeror intends to use in the performance of the work required hereunder any Government-owned facilities, special test equipment, or special tooling, it shall so advise in its response hereto and shall include in such response the value of such property, the number of the contract(s) under which such property was acquired, the rental provisions of such contract(s) and such other information as may be relevant. In addition to the above, the offeror shall obtain and then include in its proposal, the written concurrence in its proposed use of the property from the Contracting Officer having cognizance of such property.

L-17. FACILITIES CAPITAL COST OF MONEY (MAY 1999)

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If the offeror proposes facilities capital cost of money as part of their proposed costs, the offeror shall submit with their proposal a completed DD Form 1861 "Contract Facilities Capital and Cost of Money." with supporting documentation.

L-18. SUBMISSION OF ELECTRONIC PROPOSALS (MAR 2001)

(a) Offerors shall submit their proposals electronically to SPAWAR under the instructions contained in this provision. Offerors shall submit their signed proposals as either scanned ("TIFF") or "PDF" documents. Electronic copies shall be submitted via the SPAWAR E-Commerce Central (SPAWAR E-CC). Offerors submitting electronic proposals (e-Proposals) shall register in the SPAWAR E-CC and select their own password in order to submit a proposal. Offerors are required to read the "Submitting a Proposal?" web page found in the SPAWAR E-CC. For information about "e-Proposal" submission, please visit the SPAWAR E-CC. The URL for the SPAWAR E-Commerce Central is <https://e-commerce.spawar.navy.mil>.

(b) Each electronic file shall also be clearly marked to show the proposal volume number, solicitation number and offeror's name. E-Proposal files shall not contain classified data. The offeror's e-proposal shall be in accordance with the requirements set forth below:

- (1) Adobe Acrobat version 4.01 or greater shall be used to create the "PDF" files.
- (2) The proposal submission files may be compressed (zipped) into one, self-extracting file entitled "PROPOSAL.EXE" using WinZip version 6.3 or greater.
- (3) Cost or Pricing Type Data: All information relating to cost and pricing type data shall be included only in the section of the proposal designated by the Contracting Officer as the Cost Proposal. Under no circumstances shall cost and pricing type data be included elsewhere in the proposal. Paragraph cross-referencing between Cost Proposal paragraphs and technical/management proposal paragraphs is requested to provide clarity.

(c) Bids and proposals submitted electronically will be considered "late" unless the bidder or offeror completes the entire transmission of the bid or proposal prior to the due date and time for receipt of bids or proposals. This paragraph (c) supplements the submission, modification and withdrawal of bids and proposals coverage in the FAR 52.212-1 "Instructions to Offerors--Commercial Items", FAR 52.214-7 "Late Submissions, Modifications, and Withdrawals of Bids", FAR 52.214-23 "Late Submissions, Modifications, Revisions, and Withdrawals of Technical Proposals under Two-Step Sealed Bidding", or the FAR 52.215-1 "Instructions to Offerors--Competitive Acquisition" provision contained in the solicitation.

L-19. GOVERNMENT-FURNISHED PROPERTY (OCT 1998)

No material, labor, or facilities will be furnished by the Government unless provided for in the solicitation.

L-20. TECHNICAL DATA AND COMPUTER SOFTWARE RIGHTS

(a) In order that the Government may compete follow-on procurements for MIDS JTRS, the Government has determined that, in accordance with 10 U.S.C. § 2320(a)(2)(B,C,D), its minimum needs for this acquisition include Unlimited Rights to all technical data labeled as such in Column 3 of Table B-1 of Section B, and Government Purpose Rights to all remaining technical data and computer software delivered under this contract, thereby permitting competitive follow-on acquisitions of MIDS JTRS.

(b) CLINS 3000-3005 are cost-reimbursable CLINS that require the awardee to conduct research and development to deliver MIDS JTRS required under this contract. As such, the Government will be reimbursing the contractor its allocable, allowable, and reasonable costs of performing such research and development work and thus assumes that an offeror need not use any technical data or computer software developed completely at private expense to perform this contract. Accordingly, the Government does not envision any circumstance where, in completing the Section K clause entitled "Identification and Assertion of Use, Release, or Disclosure Restrictions" (DFARS 252.227-7017), an offeror will deliver less than Unlimited Rights to the Government for any technical data or computer software delivered under this RFP. If this assumption is correct, offerors shall:

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(1) complete the Section K clause entitled “Identification and Assertion of Use, Release, or Disclosure Restrictions” (DFARS 252.227-7017) and Column 3 of Table 3 of Section B consistent with that assumption, (i.e., insert the word “Unlimited” into each cell of that Column labeled as “Offeror to Complete” and leave the remaining cells in that column unchanged).

(2) highlight the offeror’s intent to provide the Government with Unlimited Rights to all technical data and computer software delivered under this contract in its proposal, and

(3) fill-in a proposed price of \$0 in the cell associated with each and every item listed in Table 3 of Section B associated with a particular item of technical data or computer software in its Cost/Price Volume. The Government notes that it is entitled to Unlimited Rights in technical data and computer software associated with certain items delivered under this contract in certain situations, even where those items were not developed exclusively with Government funding (see DFARS 252.227-7013(b)(1)(ii, iv-ix), and DFARS 252.227-7014(b)(1)(ii-vi)).

(c) Where the Government’s assumption as described in subsection (b) above is incorrect and there are valid reasons why an offeror must develop entirely at private expense or provide previously developed technical data or computer software under this contract the offerors may not be required, either as a condition of being responsive to this RFP or as a condition for award, to sell or otherwise relinquish to the Government any proprietary rights in technical data or computer software developed at private expense, except for the items identified at DFARS 227.7103-5(a)(2) and (a)(4) through (a)(9) and DFARS 227.7203-5(a)(3) through (6). Accordingly, if an offeror believes the Government’s assumption is incorrect, offerors shall so indicate by:

(1) completing the Section K clause entitled “Identification and Assertion of Use, Release, or Disclosure Restrictions” (DFARS 252.227-7017) and Column 3 of Table 3 of Section B by identifying the CDRL item and the specific type of technical data/computer software rights the offeror asserts it will retain,

(2) filling out Table 3 of section B of its Cost/Price volume in the following manner:

- (i) For those items of technical data or computer software that the Government has labeled “Unlimited” in column 3 and inserted a price of “\$0” in column 4, leave those columns as is. If, however, the offeror has indicated in its completed DFARS 252.227-7017 clause that it will deliver some or all of those items with less than Unlimited Rights (either Government Purpose, Limited, or Restricted Rights), the offeror shall modify those cells as follows: *
 - A) for those items of technical data or computer software that the offeror has identified that it will deliver with Government Purpose Rights, insert “Government Purpose” in column 3 and keep the price of “\$0” in column 4.
 - B) for those items of technical data or computer software that the offeror has identified that it will deliver with Restricted or Limited Rights, the offeror shall insert “Government Purpose” in column 3 and insert a proposed price in column 4. If the contractor is unwilling to sell Government Purpose Rights in any of those items, the offeror shall place the character “—” in column 4 for those items for which it is not willing to sell Government Purpose Rights.
- (ii) For those items of technical data or computer software that the Government has labeled “Offeror to Complete” in columns 3 and 4, the offeror shall:
 - A) place “Unlimited” in column 3 and “\$0” in column 4 for those items that the contractor has not identified in its completed DFARS 252.227-7017 clause,

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- B) place "Government Purpose" in column 3 and "\$0" in column 4 for any item that the contractor has identified in its completed DFARS 252.227-7017 clause that it will deliver with Government Purpose Rights, and
- C) place "Government Purpose" in column 3 and enter a proposed price in column 4 for any item that the contractor has identified in its completed DFARS 252.227-7017 clause that it will deliver with Limited or Restricted Rights. If the contractor is unwilling to sell Government Purpose Rights in any of those items, the offeror shall place the character "—" in column 4 for those items for which it is not willing to sell Government Purpose Rights.

* the Government notes that it is entitled to Unlimited Rights in technical data and computer software delivered under this contract in certain situations, even where those items were not developed exclusively with Government funding (see DFARS 252.227-7013(b)(1)(ii, iv-ix) and DFARS 252.227-7014(b)(1)(ii-vi).

L-21. SMALL BUSINESS SUBCONTRACTING PLAN

Large businesses are required to submit a Subcontracting Plan in accordance with FAR Clause 52.219-9, Small Business Subcontracting Plan, FAR Clause 52.219-8, Utilization of Small Business Concerns and DFARS 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan which have been included in this solicitation and will be included in the resultant contract.

Offerors are encouraged to include first tier small business subcontractor goals that **meet or exceed** the following Department of Navy subcontracting goals:

Small Business Category	DoN Goal (Based upon % of Subcontracted Amount)
Small Business	49.3%
Small Disadvantaged Business	8.8%
Woman-Owned Small Business	8.3%
HUBZone	3.0%
Veteran Owned Small Business	3.0%
Service-Disabled Veteran Owned Small Business	3.0%

Offerors must include within the subcontract plan itself, a detailed explanation regarding the extenuating circumstances to support any plans submitted with less than 5.0% small disadvantaged business goal or a 0% goal in ***any*** category.

The plan must be approved prior to award and will be made a part of the contract.

L-22. CONTENT OF VOLUME I, TECHNICAL PROPOSAL

(a) The offeror, in conjunction with the other offeror(s), shall submit one combined technical proposal that clearly describes the offerors' management and technical approach to satisfy the Government's requirements. The joint technical proposal shall enable technical personnel to make a thorough evaluation and a determination as to whether the product proposed and described will satisfy the requirements of the Government. The technical proposal shall be specific, detailed and complete and fully demonstrate that the prospective offerors have a thorough understanding of the Government's requirements. The joint technical proposal shall also address inherent technical problems, the achievement of the specifications and work program and have a valid and practical solution for any foreseen problem(s). Data previously submitted will not be considered; therefore such data shall not be incorporated in the technical proposal by reference. Statements that the prospective offeror understands, can or will comply with all specifications, statements

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paraphrasing the specifications or parts thereof, and phrases such as “standard procedures will be employed” or “well known techniques will be used,” etc., will be considered insufficient.

(b) The combined technical proposal shall clearly delineate the tasks required to develop the MIDS-JTRS; define the agreed-to leadership, support roles and workshare for each task; and demonstrate how the participating MIDS JTRS vendors (DLS, ViaSat, Marconi, EADS, Indra and Thales) will work with each other to achieve a common design. The combined technical proposal shall include a program management plan that addresses how the program will be managed as a joint effort among the participating MIDS JTRS vendors. This joint program management plan shall provide a comprehensive and concise description of the offerors’ planned approach to effectively manage the MIDS-JTRS cooperative development program. The program management plan shall describe to the Government how the companies will manage the joint development program, determine workshare, resolve disputes, and manage risks and schedule. The combined management plan shall clearly identify the participating contractors and each contractor’s role and responsibilities. In accordance with the Government’s CDRL requirements, the offeror shall submit joint CDRLs in conjunction with the other offerors or individually. The offeror, in conjunction with the other offerors, shall identify and describe how it will ensure issues relating to export control licenses, transportation plans, technical data exchanges/agreements are minimized. The proposal shall identify which participating contractor will host the post-award conference. The combined technical proposal shall address the following elements;

L22-1.1 Program Management

The offerors shall demonstrate their capability for managing all aspects of the program. The offeror shall describe its understanding of the program requirements, scope of effort, and schedule dependencies required to meet the requirements. The offeror shall describe its understanding of manpower and skill resources needed to execute all phases of the MIDS JTRS program. The offerors, in their joint proposal, shall describe their approach to developing and executing a program management plan, clearly identifying the program management structure and roles and responsibilities of each participating offeror, their relationships with each other from contract award through the completion of design and design reviews, delivery of required documentation, and performance of required tests. With regard to the program management plan, describe:

- a. The organizational structure through a detailed program organization chart, identifying the key program management and technical personnel, from each participating company and their particular roles and functions.
- b. The program master schedule, including critical path, in PERT chart format, identifying key program events and milestones.
- c. Whether or not the organizations proposed were responsible for performance under the Phase 2A activities relevant to this solicitation and if those organizations have relocated since the accomplishment of previous cited efforts, including a description of any changes to key personnel, facilities and equipment.
- d. How the European subcontractors will be employed and what the planned US/European workshare will be.
- e. How the offerors plan to cooperatively resolve programmatic and technical issues that arise during the development program.
- f. How the offerors plan to manage and share data to ensure documents, which are jointly developed, meet CDRL requirements and delivery schedules
- g. How the offerors plan to cooperatively manage and share risk. Specifically, the offerors shall describe in detail how they will maintain schedule if one of the participating contractors falls behind schedule.
- h. How the offerors would bring other companies into the cooperative development program in the event such companies’ participation is desired after contract award.
- i. How the offeror will manage the unique security aspects of the MIDS JTRS cooperative development program, including COMSEC and TEMPEST.
- j. How the offeror will demonstrate compliance with SCA version 2.2.
- k. How the offerors will ensure timely and accurate reporting of program status to the Government, including any issues that impact cost, schedule or performance. The offerors will describe how they will notify the Government, in a timely manner, of any MIDS JTRS deficiencies, system anomalies,

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deviations, configuration changes, CDRL submittals, etc. to ensure the Government has sufficient lead time to assess and evaluate the issues at hand and provide direction.

L22-1.2 Systems Engineering

The offerors, in their joint proposal, shall describe their proposed systems engineering approach. The offerors shall describe how they intend to achieve a minimum-investment system. The offerors shall demonstrate how the SSPS, S/SICD and interchangeability requirements shall be met. The offerors, in their joint proposal, shall describe its approach to developing and executing a joint systems engineering management plan, clearly identifying the systems engineering activities to be performed by each contractor, through the completion of design and design reviews, delivery of required documentation, and performance of required tests. With regard to systems engineering management, the proposal shall describe:

- a. The current technical risks and how they will be mitigated.
- b. How the systems requirements will be allocated, tracked and maintained.
- c. How specification issues will be communicated to the Government and resolved.
- d. How Key Performance Parameters (KPPs) will be met and evaluated.
- e. What design trade studies will be conducted and what factors will be used to evaluate such design trade-offs.
- f. How technical progress in meeting all system-level requirements, including mechanical, reliability, maintainability, Built-In test (BIT) and false alarms will be tracked, maintained and monitored throughout the program.
- g. How logistics considerations and planning will be integrated into the system engineering process
- h. What processes will be used to ensure that a production representative and producible MIDS JTRS is achieved.
- i. The entrance and exit criteria for the PDR, CDR and TRR.
- j. Any known or potential platform interface, system safety and human engineering issues and ways to reduce or eliminate such issues.
- k. How the technical data package will be maintained and controlled.
- l. How the interchangeability requirements of Clause C-2.1 will be met, including the configurations that will be tested and the process to be used to plan the test activities, conduct tests, resolve issues and incorporate design changes among the participating offerors.

L22-1.3 System Design

The offerors in their joint proposal shall describe in detail the design processes to be used for the MIDS JTRS. The joint proposal shall demonstrate how the offerors plan to design, synthesize and optimize the MIDS JTRS design. Discuss design features that enable the MIDS JTRS to satisfy integration on current LVT platforms and how additional capabilities could be integrated with minimal impact to host platforms. The offerors shall describe their common hardware design that meets the functional and allocated baseline specifications. Describe the design ground rules and features that shall enable each participating contractor to produce the MIDS-JTRS on their own and the process that shall be used to review and approve the module designs by all participating contractors. The offeror shall describe the process to resolve technical design issues. In addition, the offerors' joint proposal shall address the following areas:

- l. The joint proposal shall describe the offeror's hardware architecture of the MIDS JTRS. The description of the architecture shall identify each module by name, function and design authority. The architecture shall include functional partitioning, allocation of requirements to each function, traceability of system-level requirements, internal interfaces, external interfaces and relationships to MIDS JTRS software modules.
- m. The joint proposal shall describe the offeror's software, middleware, and firmware architecture of the MIDS JTRS and support systems. The description of architecture shall identify Category I, II, and III software components by name, function and design authority. The proposed software/middleware/firmware architecture for the MIDS JTRS and its support systems shall include functional partitioning, allocation of requirements to each function, traceability to system-level requirements, internal interfaces, and external interfaces. The offeror shall describe how the MIDS JTRS meets the JTRS Software Communications Architecture (SCA).
- n. The joint proposal shall describe and demonstrate the proposed software, middleware, and firmware design processes to be used for the MIDS JTRS and support systems. .

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- o. The joint proposal shall describe and demonstrate the proposed process to develop, verify, and field MIDS JTRS and support system software, middleware, and firmware. The process shall discuss development of the software/middleware/firmware architecture, allocation of system requirements, requirements derivation, design, unit verification, integration and test, system verification, updates, reviews (e.g., requirements, design, program, readiness). The process shall describe how the MIDS JTRS shall port, rehost and adapt GFE software. The offeror shall describe how they will develop the delta software to full satisfy the MIDS SSS.
- p. The joint proposal shall describe and demonstrate how the MIDS JTRS and proposed support system software/middleware/firmware effort shall be managed in accordance with the workshare allocation described in the program management plan and how progress shall be measured including schedule and cost tracking tools, metrics, frequency of updates, reporting to the government, highlighting and resolving cost and schedule perturbations, and program reviews.

(c) Each offeror shall submit a separate addendum to the combined technical proposal that addresses the following elements for both the US integrator and European integrator;

L22-1.4 First Article Approval

The offeror shall describe its approach to qualify the MIDS JTRS and demonstrate that the MIDS-JTRS meets the Government requirements. The offeror shall describe how it intends to meet the contractor FAQT verification requirements and support Government FAQT. The offeror shall describe how system anomalies will be documented, monitored, resolved and reported to the Government. The offeror shall describe how it will maintain a consistent configuration of first articles throughout the contractor FAQT effort. . The offeror shall describe how it will achieve all the approvals listed in Clause H-23.1. The offeror shall describe the level of Government assistance, if any, to obtain the required approvals.

L22-1.5 Manufacturing

The offeror shall describe how the MIDS JTRS first articles will be fabricated and manufactured. The offeror shall describe the facilities, tools and special test equipment, if any, to be used to fabricate, test and manufacture the MIDS JTRS first articles. If any special tools or test equipment are proposed that are unique to the MIDS JTRS program, the offeror shall describe the equipment in detail, including its intended functions, and explain why other available test equipment and commercial off the shelf equipment can not be used. The offeror shall describe the manufacturing processes to be used for the MIDS JTRS.

L22-1.6 Logistics/Training

The offeror shall describe how it intends to support the fielding of the MIDS JTRS. The proposal shall identify the how the current MIDS LVT systems will be used to support MIDS JTRS. The offeror shall describe in detail any modifications necessary to the current LVT systems to meet the MIDS JTRS. Justification shall include an explicit reference to a unique MIDS JTRS requirement (e.g., SS requirement or SOW reference). The offeror shall describe the proposed support equipment that will be used to support the MIDS JTRS operationally.

L22-1.7 Reserved.

L22-1.8 Integration/Production

The offeror shall describe how it intends to integrate and produce MIDS JTRS. The offeror shall describe the facilities, tools and special test equipment, if any, to be used to manufacture and test the MIDS JTRS. If any special tools or test equipment are proposed that are unique to the MIDS JTRS program, the offeror shall describe the equipment in detail, including its intended functions, and explain why other available test equipment and commercial-off-the-shelf equipment can not be used. The offeror shall describe and explain any long lead items, including critical items that the offeror plans to use for MIDS JTRS production. The offeror shall describe its anticipated monthly production rate and demonstrate how it intends to meet that anticipated rate.

L-23. CONTENT OF VOLUME II PRICE/COST PROPOSAL

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This volume shall contain cost/price information only. The guidelines and requirements in this section are provided to (1) aid the offeror in preparing its cost/price volume, and (2) aid the Government in reviewing and evaluating the offeror's cost/price volume. The Government's intent is to provide instructions that will allow the offeror to develop clear, concise and comprehensible proposals and to minimize data requests by the Government during the evaluation process.

Data contained in the cost/price proposal shall be consistent with data contained in the Technical and Management Sections of the offeror's proposal.

L23-1.1 General Information

On the first page of this section, the Offeror shall state that the Cost Proposal has been prepared completely in accordance with the terms and conditions of the solicitation. However, if the Offeror takes any exceptions to the terms and conditions of the solicitation, these exceptions shall be clearly set forth in the cover letter and shall be explained by the Offeror with the understanding that such exceptions may not be acceptable to the Government.

The Offeror shall state the beginning and end of its fiscal year for the purposes of cost estimating.

It is the Government's intention to award a first delivery order for the MIDS JTRS Phase 2B concurrently with the modification to the MIDS production contract(s) that will incorporate the changes described in this solicitation. This delivery order will most likely include all of the effort under CLINs 3000 and 3002. CLINs 3001, 3003, 3004, and 3005 may be awarded at a later date in accordance with the terms of the contract and the changes to the contract presented in this solicitation.

The Offeror shall ensure, at a minimum, that all of its foreign subcontractors submit a separate cost proposal that is in accordance with the requirements of this provision. For example, the subcontractors' cost proposal must utilize the common CWBS requirements outlined below and the various Templates at the end of this Section L. Subcontractor cost proposals may be submitted directly to the Government.

L23-1.2 Proposed Cost-Plus-Incentive-Fee, Cost-Plus-Fixed-Fee or Prices (CLINs 3000, 3001, 3003, 3004, 3005)

Offerors shall complete Section B and provide it in this volume. This Section B shall include:

- (a) an estimated cost and target fee for CLINs 3000;
- (b) a not-to-exceed unit price amount for CLIN 3001*;
- (c) a firm fixed price for CLIN 3003;
- (d) firm fixed prices for each CDRL item identified in Table 3 of Section B (CLIN 3004); and
- (e) A cost-plus-fixed-fee for CLIN 3005**

* A price for CLIN 3001 will be negotiated under an individual delivery order. This price shall not exceed the unit price provided by the offeror in response to this RFP (see L23-1.2(b)). The Government estimates that a request for proposal for CLIN 3001 will be sent to the offeror on or about 15 December 2004 so that a definitive price may be negotiated. The Government estimates that any award of CLIN 3001 will be on or about 15 April 2005.

** If the Government does not provide the Computer Software Operating environment by 4 months after the date of the order for CLIN 3000 in accordance with Clause H-26 and SOW paragraph 3.2.8.b., CLIN 3005 may be ordered. In pricing this CLIN the contractor should assume that the period of performance for CLIN 3005 may begin any time from the date of award of CLIN 3000 and 6 months thereafter and shall be completed by the start of contractor FAQT.

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Please note that CLIN 3002 is not separately priced. All cost and fee associated with CLIN 3002 shall be included in the cost-plus-incentive-fee arrangement for CLIN 3000.

L23-1.3 Proposed Cost

L-23.1.3.1 CWBS (CLINs 3000, 3002, 3003 and 3005)

SPREADSHEET FORMAT A: The Offeror shall provide a breakdown of cost for Contract Line Item Numbers (CLINs) 3000, 3002, 3003 and 3005 by cost element (see L-23.1.3.3, Cost Elements, below) in accordance with a Contract Work Breakdown Structure (CWBS) that is common among the participating MIDS JTRS Phase 2B vendors. The format for this spreadsheet shall be in accordance with Template A, Total Cost by CWBS and Cost Element, which is at the end of this Section L. The Offeror may tailor this template if certain cost elements are extraneous or missing.

The Offeror shall work with the other MIDS JTRS Phase 2B vendor(s) to define a common CWBS. An example CWBS that may be used as a starting point for this discussion between the MIDS JTRS Phase 2B vendors is at the end of this Section L. At a minimum, the Government would like the final, common CWBS to include the elements contained in the provided example CWBS. The offeror, in conjunction with the other MIDS JTRS Phase 2B vendor(s), may make changes to the structure of this CWBS example or make additions to this CWBS example as needed to meet an essential requirement of the RFP or to enhance the effectiveness of the Contract CWBS in satisfying program objectives. Contractors are expected to extend the CWBS to the appropriate level - the level that satisfies the critical visibility requirements and does not overburden the management control system. Although there may not be a one-to-one relationship, the relationship of the CWBS elements to the statement of work tasks, the specifications, and the contract line items should be clearly traceable.

L-23.1.3.2 BASES OF ESTIMATE (CLINs 3000, 3002, 3003 and 3005)

For each lowest-level WBS element to be performed by the Offeror in accordance with the common CWBS structure defined by the MIDS JTRS Phase 2B vendor(s), the offeror shall provide a basis of estimate that includes, at a minimum, the following information:

- (a) Company Name
- (b) CWBS Title
- (c) CWBS Number
- (d) CLIN Number
- (e) Labor Category, including associated Labor Category code, if applicable
- (f) Hours per Labor Category
- (g) Subcontracts
- (h) Travel
- (i) Other Direct Costs
- (j) Duration of Task
- (k) CWBS Task Definition

A complete rationale for each cost element listed above (e through i) and the proposed task duration (j) shall be included in the bases of estimate. If the Offeror proposes any subcontracts within the Offeror's BOE (i.e. if, in the case of a minor subcontractor, a separate cost proposal by CWBS element is not provided by the subcontractor), the Offeror shall name the subcontractor and provide the subcontractor's cost or price and, if appropriate, cost evaluation of that subcontractor's price. Any BOE that lists a subcontractor shall have the proposed subcontractor's proposed cost or price quotation attached. Any travel proposed shall describe the purpose of the trip, the trip destination, the duration of the trip, the number of people travelling, the proposed cost of airfare, the proposed cost of per diem, and the proposed cost of lodging. Any other direct costs proposed shall include a complete description and rationale for those costs. In short, all cost elements described within the BOE shall be fully described and supported by the Offeror in the BOE.

L-23.1.3.3 COST ELEMENTS (CLINs 3000, 3002, 3003 and 3005)

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SPREADSHEET FORMAT B: The Offeror shall provide a separate spreadsheet for each CLIN that delineates a total breakdown by the following cost elements, as applicable, and for each month of performance. The format for this spreadsheet shall be in accordance with Template B, Total Cost by CLIN and Cost Element, which is at the end of this Section L. The Offeror may tailor this template if certain cost elements are extraneous or missing. A roll-up summary of this spreadsheet shall also be provided at the CLIN Level in accordance with Template C, which is at the end of this Section L. Again, the Offeror may tailor this template if certain cost elements are extraneous or missing.

- (1) Direct Materials – Identify proposed material items, purchased parts or subcontracted materials including the basis for the proposed amount (e.g., engineering estimate, vendor quotation, catalog item). Provide a detailed Bill of Material (BOM) showing piece parts, quantities, unit prices and extended prices by WBS. Also provide a summary BOM in descending extended price order. The format for this information is provided below.

WBS#	WBS Element	Unit of Measure	Vendor	Basis of Price	Sole Source/Comp	Qty/Unit	Unit Price	Total Qty	Total Recurring	Total Non- Recurring	Total Extended Cost

- (2) Material Overhead – If applicable and in accordance with the Offeror's normal accounting procedures, identify the material overhead rate(s) and total material overhead amount being proposed and identify the cost elements to which the material overhead rate is applied.
- (2) Direct Labor – Identify the various labor categories required/intended for use under this contract (e.g. Sr. Engineer, Jr. Engineer). Include the labor category code assigned by the Offeror, if applicable, the number of labor hours and total cost for each labor category proposed.
- (3) Fringe Benefits – If applicable and in accordance with the Offeror's normal accounting procedures, identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements to which the fringe benefit rate is applied.
- (4) Overhead – Identify the current and projected overhead rate(s) and total overhead cost being proposed and identify the various cost elements to which overhead is applied.
- (5) Other –
 - (i) Direct Cost – Identify any other direct cost elements being proposed which are not included above but are applicable to your cost volume (e.g., royalties, Special Tooling, Material, Travel, Computer Usage). The decision as to whether costs are handled as direct or indirect costs rests with the offeror, but shall be consistent with the offeror's approved cost accounting practices as disclosed in the Offeror's CAS Disclosure Statement.

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- (ii) Indirect Cost – Identify any other indirect cost element being proposed which has not been included above and identify the various cost elements for which the rate is applied. Advise if the rates proposed are in accordance with any Forward Pricing Rate Agreements and period of validity of any such agreement.
- (6) General and Administrative Expense – Identify the General and Administrative Expense (G&A) rate(s) and the total G&A cost proposed and identify the various cost elements to which the G&A is being applied.
- (7) Fee – Identify the fixed fee rate, total fixed fee, and the cost elements to which the fee is applied.
- (8) Facilities Capital Cost of Money (FCCM) – If the Offeror proposes FCCM, the Offeror shall submit with its proposal a completed DD Form 1861 “Contract Facilities Capital and Cost of Money” with supporting documentation.

L-23.1.3.4 Offeror Support for Asserting Data and Software Restrictions and Proposed Prices

If the offeror identifies in its completed Section K clause entitled “Identification and Assertion of Use, Release, or Disclosure Restrictions” (DFARS 252.227-7017) that it will deliver any of the CDRLs listed in Section B, Table 3 with less than Unlimited Rights, the offeror shall fully support: 1) its rationale for asserting the identified restrictions, and 2) its rationale for any price other than “\$0” proposed in Section B, Table 3 Section B. This section should be sufficiently detailed to provide the Government with a complete understanding of the circumstances that led the contractor to assert that other than unlimited rights will be provided to the Government, and that led the contractor to propose any price other than “0”. To explain its asserted restrictions and/or proposed prices, the offeror shall describe and disclose amounts of any IR&D funding or other contractor funding invested, or any other factors that support the asserted restrictions and/or proposed prices.

L-23.1.3.5 In addition to the above requirements, the Offeror may provide other type of cost data or formats that would aid in the evaluation of its proposal.

NEW CLAUSE

L-24. REQUIRED SUBCONTRACTING ARRANGEMENTS

The MIDS International Program Office requires that the MIDS JTRS design, development, and qualification program be conducted on a collaborative basis by each of the participating nations’ designated national contractors. To that end, the prime U.S. vendor participants responding to this RFP must subcontract with one of the following “Integrator” industries to be eligible for award of a contract for this requirement:

- France: Thales Communications (“Integrator”)
- Italy: Marconi Selenia Communications (“Integrator”)

The prime U.S. vendors must each select a different European integrator. At a minimum, the role of the European “integrator” will be to assemble and qualify terminals at a European facility for delivery to the European nations.

Additionally, the following European companies must be included as a subcontractor under one or more of the prime U.S. vendor proposals and resulting contracts:

- Spain: Indra Sistemas S.A.
- Germany: EADS Deutschland GmbH

(1 Data Item)

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Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

[illegible]

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.									
A. CONTRACT LINE ITEM NO. 3002		B. EXHIBIT J		C. CATEGORY: TDP _____ TM _____ OTHER _____ IPSC					
D. SYSTEM / ITEM MIDS JTRS			E. CONTRACT / PR NO.		F. CONTRACTOR				
1. DATA ITEM NO. JA03	2. TITLE OF DATA ITEM SOFTWARE REQUIREMENTS SPECIFICATION (SRS)				3. SUBTITLE				
4. AUTHORITY (Data Acquisition Document No.) DI-IPSC-81433A			5. CONTRACT REFERENCE SEE BLK 16		6. REQUIRING OFFICE PEO(T) PMW 101				
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY OTIME	12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION				
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUEN SUBMISSION N/A		a. ADDRESSEE		b. COPIES		
							Draft	Final	
							Reg	Repro	
16. REMARKS JOINT CDRL - SEE GENERAL INSTRUCTIONS *5. SOW PARA: 3.2.3.2.10c, 3.2.8.1.2, 3.4.1.1.2 *9/14. SEE CDRL GENERAL INSTRUCTIONS. *12. DRAFT DUE 4 MARO. FINAL DUE 30 DARGC					SEE BLK 16		1	1	
15. TOTAL					1		1	0	
G. PREPARED BY B. POUR			H. DATE		I. APPROVED BY G. ROPP		J. DATE		

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(1 Data Item)

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A. CONTRACT LINE ITEM NO. 3002		B. EXHIBIT J		C. CATEGORY: TDP _____ TM _____ OTHER IPSC				
D. SYSTEM / ITEM MIDS JTRS			E. CONTRACT / PR NO.		F. CONTRACTOR			
1. DATA ITEM NO. JA07	2. TITLE OF DATA ITEM INTERFACE REQUIREMENTS SPECIFICATIONS			3. SUBTITLE				
4. AUTHORITY (Data Acquisition Document No.) DI-IPSC-81434A			5. CONTRACT REFERENCE SEE BLK 16		6. REQUIRING OFFICE PEO(T) PMW 101			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY OTIME	12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION			
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUEN SUBMISSION N/A		a. ADDRESSEE		b. COPIES	
						Draft	Final	
							Reg	Repro
16. REMARKS JOINT CDRL - SEE GENERAL INSTRUCTIONS *5. SOW PARA: 3.2.3.2.11b, 3.2.8.1.2, 3.4.1.1.2 *12. DRAFT DUE 4 MARO. FINAL DUE 30 DARGC. *9/14. SEE CDRL GENERAL INSTRUCTIONS. REQUIRED FOR EACH CSCI HOSTED AND EXECUTED AS PART OF THE MIDS JTRS.					SEE BLK 16	1	1	
15. TOTAL					1	1	0	
G. PREPARED BY B. POUR			H. DATE		I. APPROVED BY G. ROPP		J. DATE	

17. PRICE GROUP
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